

UNITED STATES DEPARTMENT OF JUSTICE
Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT
Under the Foreign Agents Registration Act
of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
PETER ROTHOLZ ASSOCIATES, INC. 380 Lexington Avenue New York, NY 10168	BARBADOS BOARD OF TOURISM

Check Appropriate Boxes:

- ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
 - ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
 - ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.
4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

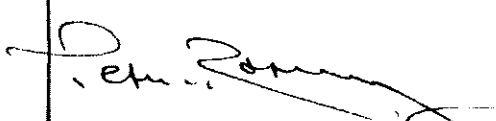
Please see attached.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Please see attached.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?^{1/} Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B	Name and Title	Signature
December 9, 1986	Peter L. Rothholz President	

^{1/} Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

PR

BARBADOS

DEC 4 1986

Peter Rothholz Associates, Inc.
380 LEXINGTON AVENUE
NEW YORK 10017 • (212) 687-6565

December 2, 1986

INDUSTRIAL DEVELOPMENT CORP.

Mr. Errol Humphrey
Director, North America
BARBADOS INDUSTRIAL DEVELOPMENT CORP.
800 Second Avenue
New York, NY 10017

Dear Errol:

This will confirm our verbal agreement appointing Peter Rothholz Associates, Inc. United States public relations counsel to the Barbados Industrial Development Corporation.

The specific services we shall provide are spelled out in the Public Relations Recommendations we submitted to the Barbados IDC, dated August 16, 86. These include:

- * Press relations
- * Organization of investment missions
- * Organization of a "Development Council"
- * Creation of a quarterly newsletter
- * A perception audit (research project)
- * Ongoing public relations counseling

Our fee for the above services shall be US \$36,000 payable in twelve equal monthly installments of US\$3,000. In addition, the Research Project will be undertaken at a cost of US\$12,500. All expenses incurred in the conduct of this program will be billed separately. The cost of the newsletters is not included and will be billed separately, it being understood that an estimate will be submitted for your approval in advance.

This agreement will begin on December 16, 1986, and will continue in force until December 15, 1987, and will be renewed automatically, subject to a renegotiated fee and budget, unless either party notifies the other in writing by registered mail sixty days prior to December 15, 1987.

We are delighted that we shall, once again, be members of the BIDC team in the United States and look forward to a mutually pleasant and rewarding relationship.

Sincerely,


Peter L. Rothholz

PLR:pom

THE ABOVE IS AGREED TO.
BARBADOS INDUSTRIAL DEVELOPMENT CORPORATION

by: 

(name)

(title)

(date)

ERROL L. HUMPHREY

DIRECTOR

DEC. 5, 1986
DECEMBER 5, 1986

DEC 15 2 23 PM '86

INT. SEC.

A G R E E M E N T

This agreement made this 7th day of November 1986

between

Barbados Board of Tourism
Harbour Road
Bridgetown
BARBADOS

hereinafter called the "Board"

and

Peter Rothholz Associates, Inc.
380 Lexington Avenue
New York, N.Y. 10017
UNITED STATES OF AMERICA

which reads as follows:

Objective and Extent of the Agreement

A. Effective November 1, 1986, Peter Rothholz Associates, Inc. will be employed as representatives and consultant of the "Board" concerning all matters of public relations hereinafter referred to as public relation activities in the U.S.A. Peter Rothholz Associates, Inc. will also act as the agency responsible for developing Barbados as a film and advertising production location, aimed at tourist promotion effort in the short term and developing an industry in the long term.

PROGRAMME OBJECTIVES

B. Peter Rothholz Associates, Inc.'s programme on behalf of the Board will aim to achieve the following objectives:

1. To create a perception of Barbados as a four-season travel and vacation destination.
2. To capitalize on Barbados' Caribbean location and warm climate in positioning the island as a tropical paradise.
3. To promote the distinct characteristics of Barbados as a Caribbean destination.
4. To investigate, identify and develop United States market areas as tourist generating areas.
5. To cooperate with the Board's advertising agency and staff of the Board in the development of complementary promotion programmes.

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6. To encourage companies and organisations to schedule meetings, seminars and conventions in Barbados.
7. To generate unique and positive media coverage of the island's attractions as a travel destination.
8. To encourage private sector involvement in cooperative tourism promotion programmes to minimize costs and combine public and private resources.
9. To develop and co-ordinate activities aimed at establishing Barbados into a film and advertising shoot location.

PROGRAMME SERVICES

C. Peter Rothholz Associates, Inc.'s services will include provision of:

1. News Bureau
2. Development and maintenance of media mailing and contact list.
3. Development and maintenance of press kit.
4. News and feature release programme.
5. Individual and group press visits.
6. Development and execution of a short and long term plan for encouraging film, video and advertising production in Barbados.
7. Provision of a press clipping service.
8. Development and execution of a Public Relations programme which will reposition Barbados as a leading destination in the market place.

D. ACCOUNTABILITY

1. Peter Rothholz Associates, Inc. will report to the Board's main U.S. office in New York, in writing on a monthly basis regarding (a) work done by Peter Rothholz Associates, Inc. during the previous month and (b) press cuttings referring to Barbados during the period under review (c) activities to be conducted on a short and long term basis.

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2. On or before the 15 September in each year during the currency of this agreement, Peter Rothholz Associates, Inc. shall prepare and submit to the Board a detailed programme of proposed communication and public relations activities for the ensuing fiscal year (April 1 - March 31) for the approval of the Board.

3. The Board shall by the end of February each year inform Peter Rothholz Associates, Inc. in writing of its decision in respect of the said proposals and the budget for the next fiscal period. The said proposals shall become the schedule of projects and activities for the next fiscal year.

4. All measures will be carried out by Peter Rothholz Associates, Inc. in close cooperation with the Board. The production by Peter Rothholz Associates, Inc. and the assignment of orders to third parties will be done only after the Board has agreed with the recommendations.

E. PETER ROTHHOLZ ASSOCIATES, INC.

1. The annual budget will amount to approximately \$100,000 US for fees and basic expenses as follows:

Fees	\$75,000
Expenses	\$25,000

2. The Board reserves the right to make reasonable changes to the approved programme of activities during the current year in the event of unforeseen circumstances, and the Board shall consult with Peter Rothholz Associates, Inc. in this regard.

3. The Board will pay Peter Rothholz Associates, Inc. the fee of \$75,000 US in equal monthly installments payable in advance by the first of each month. The bills for expenses will be presented on a monthly basis and will be reimbursed 14 days following receipt.

4. Miscellaneous account administration expenses including long distance telephone, telex, word processing, office copying, taxis, messenger and editorial lunches will be billed at net.

5. Fees for any additional services performed by Peter Rothholz Associates, Inc. and additional expenditures related to the public relations programme and film location project, e.g. staff travel and accommodations, will be subject to separate budgets to be mutually agreed upon in advance.

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F. WARRANTY AND HANDLING IN CONFIDENCE

1. Peter Rothholz Associates, Inc. undertakes to handle in absolute confidence all information about the business of the Board when such information becomes known to Peter Rothholz Associates, Inc. because of their activities within the scope of the present agreement, and Peter Rothholz Associates, Inc. will make the necessary provisions that such information will not be revealed to any third party or person except the information necessarily communicated to Peter Rothholz Associates, Inc.'s staff members.
2. Peter Rothholz Associates, Inc. staff members are obliged to handle in confidence the information revealed to them.
3. The undertaking hereunder given is to endure for the period of this agreement and five (5) years thereafter.

G. NO COMPETITION CLAUSE

1. Peter Rothholz Associates, Inc. undertakes during the period of present agreement not to act for any other Caribbean island destination.
2. Any exceptions from the above clause need the previous written agreement between the parties of the present agreement.

H. COORDINATION

1. The Board designates the U.S.A. Manager to be its authorised agent and representative in all dealings with Peter Rothholz Associates, Inc. All notices and all documents required to be sent to the Board shall be transmitted through the U.S.A. Manager for onward transmission where necessary to the Board offices at Harbour Road, Bridgetown, Barbados.

I. PERIOD OF AGREEMENT

1. This agreement will begin on November 1, 1986, will continue in force until October 31, 1987, and will be renewed automatically, subject to a renegotiated fee and budget, unless either party notifies the other in writing by registered mail sixty (60) days prior to November 1, 1987.

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2. However not withstanding the above, either party may cancel this agreement, with or without cause, by giving written notice by registered mail ninety (90) days in advance of such cancellation date.

J. MODIFICATIONS AND AMENDMENTS


Modifications and amendments to the present agreement must be made in writing communicated by registered mail.

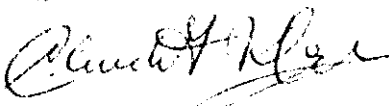
In witness whereof, the parties hereto have affixed their signatures.

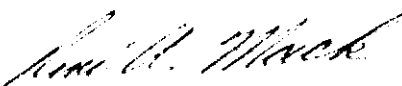
For and on behalf of

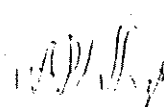
PETER ROTHHOLZ ASSOCIATES, INC.

BARBADOS BOARD OF TOURISM


Peter L Rothholz


Clevedon F Mayers
Chairman


Witness


Witness